#### Terrordome Music Publishing, LLC.

c/o Reach Global, Inc.
445 Park Avenue, 9th Floor
New York, NY 10022

AGREEMENT made as of this 25th day of April 2002, by and between Terrordome Music Publishing, LLC, 445 Park Avenue, New York, New York 10022 ("Publisher") and Carlton Ridenhour of 125 Camilla Court, Fairburn, GA 30213 ("Writer").

#### NOW, THEREFORE, it is agreed as follows:

- 1) As of the date hereof, Writer hereby irrevocably and absolutely assigns, conveys and sets over unto Publisher, its affiliates, successors and assigns for the full term of the copyright and any extensions, renewals, restorations and revised terms thereof (the "Term"):
- (i) an undivided one-hundred (100%) percent interest in all worldwide right, title, interest, and ownership of every nature, kind and description in and to Writer's share of all songs commercially recorded and/or released as of the date of this agreement, including those songs listed on the attached Schedule "A" as may be amended from time to time (hereinafter referred to as the "Songs"), including all versions and derivative works of the Songs and all copyrights or income participation rights in such other versions or derivative works; all causes of action for infringement of the same, past present and future; all proprietary rights; and all other rights (existing, contingent, expectant or otherwise) whether now or hereafter known to with respect thereto; and all the results and proceeds from the foregoing accrued and unpaid and hereafter accruing; and
- (ii) sole and exclusive administration rights in and to the Songs and to collect all royalties and fees (including royalties and fees accrued, earned or payable prior to the date of this agreement) with respect thereto throughout the world.
- 2) Writer will execute and deliver to Publisher such instruments of transfer and other documents regarding the rights of Publisher in the Songs as Publisher may reasonably request to carry out for the purposes of this agreement (including, without limitation, the Assignment of Copyright annexed hereto), and with respect to each document that Writer fails to sign and return to Publisher within 10 days after Publisher has submitted that document to Writer, Publisher may sign that document in the name of Writer and make appropriate disposition of that document.
- 3) (i) In further consideration of this agreement, Publisher shall retain an amount equal to fifty (50%) percent of all gross sums generated by the Songs. Conditioned upon compliance by Writer with the material terms, conditions, representations, warranties and agreements made by Writer in this agreement, Publisher agrees to pay to Writer, and Writer agrees to accept in full payment, an amount equal to fifty (50%) percent of all gross sums earned by the exploitation of the rights granted under this agreement and actually received by Publisher in U.S. dollars in the U.S.A.
- (ii) Writer's share of the gross sums are payable to Writer after deducting:
   (a) charges made by mechanical licensing societies and/or performing rights societies;
   (b) subpublishers' fees and/or foreign collection commissions
   (c) any income or

other tax (including withholding taxes and V.A.T.) as required by the taxing authorities in each country; (d) foreign exchange fees and international bank wire transfer fees; and (e) copyright registration fees. (F.) an administration Fee of ven (109,) percent.

- (iii) (a) With respect to performance income (it being understood that only the composers and authors (the "Writers") of the Songs shall collect and be entitled to retain 100% of their so-called writer's share of performance income directly), Publisher shall retain one-hundred (100%) percent of all sums (i.e., so called "Publisher's Share") earned in lieu of the provisions set forth in paragraph 4(i) above.
- 4) If Writer receives any royalties or other compensation of any kind with respect to the Songs (excluding the so-called writer's share of performance income) from any source other than Publisher during the Term, Writer agrees to pay over to Publisher all such sums, together with any accounting statement. If Writer does not pay over to Publisher such sums, Publisher can deduct these sums from the payment of royalties to Writer.
- 5) (i) Publisher shall keep true and correct accounts, books and records. Royalty statements and payments made by Publisher to Writer shall be made within ninety (90) days after the end of each semi-annual accounting period ending December 31st and June 30th.
- (ii) Each accounting and payment, in the absence of written objection thereto, shall become final within one (1) year of the rendering of each such royalty statement.
- 6) (i) Writer warrants and represents that it controls no less than the percentages listed on the attached Schedule "A".
- (ii) If, after signature of this agreement, it is determined that Writer controls less than the Song percentages listed on the attached Schedule "A" then Publisher shall be "made whole" of this diminution by increasing its copyright ownership and the share it retains from the gross sums payable to Writer, in order to equal the original ownership and sums Publisher would have earned if the original percentage splits in Schedule "A" would have been adhered to
- 7) This Agreement; which shall be binding upon Writer's respective parents, affiliates, successors and assigns; is the entire agreement between the parties with respect to the subject matter hereof and shall not be modified, except by an instrument in writing, signed by each of the parties. The parties hereto are independent contractors and nothing contained herein shall be construed a joint venture or partnership between the parties.
- 8) In the event that Publisher enters into any suit or proceeding to protect or enforce the rights granted to it hereunder, and in the event of any recovery therefrom, the proceeds thereof, after deduction from the gross amount thereof of all direct, out-of-pocket expenses of litigation (including, but not limited to, reasonable outside attorneys' fees, legal expenses and court costs) shall be divided between Publisher and Writer in the same percentages as provided in paragraph 3 of this agreement.

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- 9) Writer warrants and represents that it has the full right, power and authority to enter into this agreement and to grant Publisher the rights herein granted.
- 10) Writer agrees to and does hereby indemnify, save and hold Publisher harmless from and against any and all loss and damage (including, without limitation, reasonable attorneys' fees and legal costs) arising out of or connected with the Songs or any claim which is inconsistent with any of the warranties, representations, covenants or agreements made by Writer in this agreement. Pending the determination of any such claim, Publisher may withhold the payment of royalties, including, without limitation, any Writer's share of royalties to the extent that the Writer is the writer of a Song subject to this indemnity or in the event the Writer or a person or entity owned or controlled by the Writer or an affiliate thereof is a member of Writer, in an amount reasonably related to potential liability of Writer under this indemnity, including direct, out-of-pocket legal costs expended by Publisher.
- 11) If in any jurisdiction, any provision of this agreement or its application to any party or circumstance is prohibited, unenforceable or otherwise restricted, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction and without affecting the validity or enforceability of such provision in any other jurisdiction or its application to other parties or circumstances. In addition, if any one or more of the provisions contained in this agreement shall for any reason in any jurisdiction be held to be excessively broad as to time, duration, scope, activity or subject, it shall be construed, by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law of such jurisdiction as it shall then appear.

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the date first above written.

Michael Closter

TERRORDOME MUSIC PUBLISHING, LLC.

#### **ASSIGNMENT OF COPYRIGHT**

For good and valuable consideration, receipt of which is hereby acknowledged, Carlton Ridenhour hereby sells, assigns, transfers and sets over unto TERRORDOME MUSIC PUBLISHING, LLC., its affiliates, successors and assigns, an undivided one-hundred (100%) percent interest in all of the undersigned's right, title and interest of whatsoever kind or nature in and to the musical compositions listed on the attached Schedule "A", including, but not limited to, the undersigned's ownership of the copyright therein and all rights to and under the copyright for the full term of the copyright and any extensions, renewals or revised terms thereof in the United States and elsewhere throughout the world; all versions and derivative works of said composition and all copyrights in such other versions or derivative works; all causes of action for infringement of the same, past present and future; all proprietary rights; and all other rights (existing, contingent, expectant or otherwise) whether now or hereafter known to with respect thereto; and all the results and proceeds from the foregoing accrued and unpaid and hereafter accruing.

Carlton Ridenhour and Terrordome Music Publishing, LLC. have entered into a formal agreement, dated April 25, 2003 (the "Agreement") relating to the transfer of the foregoing rights, which rights are more fully described in the Agreement, and this instrument is expressly made subject to all of the terms, conditions and provisions contained in the Agreement.

If any provision of the assignment shall be held void, invalid or inoperative, no other provision of this instrument of transfer shall be affected as a result thereof and, accordingly; the remaining provisions of this instrument of transfer shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 25th day of April 2002.

# Schedule "A" (2 pages total)

Attached to and made a part of the Agreement and Assignment of Copyright dated as of April 25, 2002 by Carlton Ridenhour and Terrordome Music Publishing, LLC

Tie Goes to the Runner Public Enemy Greatest Misses 1992 Gett Off My Back Public Enemy Greatest Misses 1992 Gotta Do What I Gotta Do Public Enemy Air Hoodlum Public Enemy Public Enemy Greatest Misses 1992 Hazy Shade of Criminal Public Enemy Freatest Misses 1992 Living In A Zoo Public Enemy Freatest Misses 1992 Living In A Zoo Public Enemy Freatest Misses 1992 Living In A Zoo Public Enemy Freatest Misses 1992 Living In A Zoo Public Enemy Freatest Misses 1992 Living In A Zoo Public Enemy Freatest Misses 1992 Muse Sick-N-Hour Mess Age 1994 Whole Lotta Love Goin On In The Mi Public Enemy Freatest Misses 1992 Muse Sick-N-Hour Mess Age 1994 What Side You On? Public Enemy Freatest Misses 1992 Muse Sick-N-Hour Mess Age 1994 What Side You On? Public Enemy Muse Sick-N-Hour Mess Age 1994 Stop In The Name Public Enemy Muse Sick-N-Hour Mess Age 1994	WRITER SHARE: Carlton Ridenhour
Gett Off My Back  Gotta Do What I Gotta Do  Public Enemy  Greatest Misses  1992  Air Hoodlum  Public Enemy  Greatest Misses  1992  Hazy Shade of Criminal  Public Enemy  Greatest Misses  1992  Living In A Zoo  Public Enemy  CB4 (Original M.P. Soundtrack)  Whole Lotta Love Goin On In The M Public Enemy  Muse Sick-N-Hour Mess Age  1994  What Side You On?  Public Enemy  Muse Sick-N-Hour Mess Age  1994  Bedlam 13:13  Public Enemy  Muse Sick-N-Hour Mess Age  1994  Stop In The Name  Public Enemy  Muse Sick-N-Hour Mess Age  1994  Muse Sick-N-Hour Mess Age	
Gotta Do What I Gotta Do  Public Enemy Air Hoodlum  Public Enemy Greatest Misses  1992  Hazy Shade of Criminal Public Enemy Greatest Misses  1992  Living In A Zoo Public Enemy CB4 (Original M.P. Soundtrack)  Whole Lotta Love Goin On In The Mi Public Enemy Muse Sick-N-Hour Mess Age Give It Up Public Enemy What Side You On? Public Enemy Muse Sick-N-Hour Mess Age	2 62.50%
Air Hoodlum Public Enemy Greatest Misses 1992 Living In A Zoo Public Enemy Whole Lotta Love Goin On In The Mi Public Enemy Give It Up Public Enemy Public Enemy Public Enemy Muse Sick-N-Hour Mess Age 1994 What Side You On? Public Enemy Public Enemy Muse Sick-N-Hour Mess Age 1994 What Side You On? Public Enemy Public Enemy Muse Sick-N-Hour Mess Age 1994 Bedlam 13:13 Public Enemy Muse Sick-N-Hour Mess Age 1994 Stop In The Name Public Enemy Muse Sick-N-Hour Mess Age 1994	2 X
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Living In A Zoo Public Enemy Whole Lotta Love Goin On In The Mi Public Enemy Muse Sick-N-Hour Mess Age Give It Up Public Enemy What Side You On? Public Enemy Public Enemy Public Enemy Muse Sick-N-Hour Mess Age Public Enemy Public Enemy Public Enemy Muse Sick-N-Hour Mess Age Public Enemy Pub	2 65.00%
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Give It Up Public Enemy Muse Sick-N-Hour Mess Age 1994 What Side You On? Public Enemy Muse Sick-N-Hour Mess Age 1994 Bedlam 13:13 Public Enemy Muse Sick-N-Hour Mess Age 1994 Stop In The Name Public Enemy Muse Sick-N-Hour Mess Age 1994	
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Stop In The Name Public Enemy Muse Sick-N-Hour Mess Age 1994	
What Kind Of Power We Got Public Enemy Muse Sick-N-Hour Mess Age 1994	
So Whatcha Gone Do Now? Public Enemy Muse Sick-N-Hour Mess Age 1994	50.00%
White Heaven/Black Hell Public Enemy Muse Sick-N-Hour Mess Age 1994	
Race Against Time Public Enemy Muse Sick-N-Hour Mess Age 1994	
Aintnuttin Buttersong Public Enemy Muse Sick-N-Hour Mess Age 1994	
Live And Undrugged Pt. 1 & 2 Public Enemy Muse Sick-N-Hour Mess Age 1994	
Thin Line Between Law & Rape Public Enemy Muse Sick-N-Hour Mess Age 1994	
I Ain't Mad At All Public Enemy Muse Sick-N-Hour Mess Age 1994	
Death Of A Carjacka Public Enemy Muse Sick-N-Hour Mess Age 1994	
I Stand Accused Public Enemy Muse Sick-N-Hour Mess Age 1994	
Godd Complexx Public Enemy Muse Sick-N-Hour Mess Age 1994	
Hitler Day Public Enemy Muse Sick-N-Hour Mess Age 1994	
Living In A Zoo (Remix) Public Enemy Muse Sick-N-Hour Mess Age 1994	
Mistachuck Chuck D Autobiography of Mistachuck 1996	
No Chuck D Autobiography of Mistachuck 1996	
Generation Wrekked Chuck D Autobiography of Mistachuck 1996	
NiggativityDo I Dare Disturb the Ur Chuck D Autobiography of Mistachuck 1996	
Free Big Willie Chuck D Autobiography of Mistachuck 1996	
Horizontal Heroin Chuck D Autobiography of Mistachuck 1996	
Talk Show Created the Fool Chuck D Autobiography of Mistachuck 1996	
Underdog Chuck D Autobiography of Mistachuck 1996	
But Can You Kill the Nigga in You? Chuck D Autobiography of Mistachuck 1996	
Endonesia Chuck D Autobiography of Mistachuck 1996	
The Pride Chuck D Autobiography of Mistachuck 1996	
Paid Chuck D Autobiography of Mistachuck 1996	
Resurrection Public Enemy He Got Game 1998	
He Got Game Public Enemy He Got Game 1998	
Unstoppable Public Enemy He Got Game 1998	
Shake Your Booty Public Enemy He Got Game 1998	
Is Your God A Dog Public Enemy He Got Game 1998	

SONG TITLE	ARTIST	ALBUM (Primary Release)	YEAR	WRITER SHARE: Carlton Ridenhour	
House of the Rising Son	Public Enemy	He Got Game	1998	20.00%	
Revelation 33 1/3 Revolutions	Public Enemy	He Got Game	1998	15.00%	
Game Face	Public Enemy	He Got Game	1998	х	
Politics of the Sneaker Pimps	Public Enemy	He Got Game	1998	50.00%	
What You Need Is Jesus	Public Enemy	He Got Game	1998	50.00%	
Super Agent	Public Enemy	He Got Game	1998	50.00%	
Go Cat Go	Public Enemy	He Got Game	1998	50.00%	
Sudden Death (Interlude)	Public Enemy	He Got Game	1998	Х	
Do You Wanna Go Our Way???	Public Enemy	There's a Poison Goin' On	1999	50.00%	
LSD	Public Enemy	There's a Poison Goin' On	1999	50.00%	
Here I Go	Public Enemy	There's a Poison Goin' On	1999	50.00%	
41:19:00	Public Enemy	There's a Poison Goin' On	1999	25.00%	
Crash	Public Enemy	There's a Poison Goin' On	1999	50.00%	
Crayola	Public Enemy	There's a Poison Goin' On	1999	50.00%	
First The Sheep Next The Shepherd?	Public Enemy	There's a Poison Goin' On	1999	50.00%	
World Tour Sessions	Public Enemy	There's a Poison Goin' On	1999	50.00%	
Last Mass Of The Caballeros	Public Enemy	There's a Poison Goin' On	1999	50.00%	
I	Public Enemy	There's a Poison Goin' On	1999	50.00%	
What What	Public Enemy	There's a Poison Goin' On	1999	Х	
Kevorkian	Public Enemy	There's a Poison Goin' On	1999	50.00%	
Swindlers Lust	Public Enemy	There's a Poison Goin' On	1999	50.00%	
Kill Em Live [Bonus Track]	Public Enemy	There's a Poison Goin' On	1999	50.00%	

#### ASSIGNMENT OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, CARLTON RIDENHOUR hereby sells, assigns, transfers and sets over unto TERRORDOME MUSIC PUBLISHING, LLC., its affiliates, successors and assigns, an undivided one-hundred (100%) percent interest in all of the undersigned's right, title and interest of whatsoever kind or nature in and to the musical compositions listed on the attached Schedule "A", including, but not limited to, the undersigned's ownership of the copyright therein and all rights to and under the copyright for the full term of the copyright and any extensions, renewals or revised terms thereof in the United States and elsewhere throughout the world; all versions and derivative works of said composition and all copyrights in such other versions or derivative works; all causes of action for infringement of the same, past present and future; all proprietary rights; and all other rights (existing, contingent, expectant or otherwise) whether now or hereafter known to with respect thereto; and all the results and proceeds from the foregoing accrued and unpaid and hereafter accruing.

Carlton Ridenhour and Terrordome Music Publishing, LLC. have entered into a formal agreement, dated April 25, 2002 (the "Agreement"). The transfer of the foregoing compositions listed on the attached Schedule "A" shall be subject to all of the terms, conditions and provisions contained in the Agreement.

If any provision of the assignment shall be held void, invalid or inoperative, no other provision of this instrument of transfer shall be affected as a result thereof and, accordingly; the remaining provisions of this instrument of transfer shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 23rd day of April 2004.

Callton Ridenhour

## Schedule "A" (1 page total)

Attached to and made a part of the Assignment of Copyright dated as of April 23, 2004 by Carlton Ridenhour and Terrordome Music Publishing, LLC

				WRITER
	ARTIST		YEAR	SHARE:
	(First Performed	ALBUM	(of First	Carlton
SONG TITLE	Ву)	(Primary Release)	Release)	Ridenhour
Gotta Give The Peeps What They Need	Public Enemy	Revolverlution	(July 23) 2002	47.50%
Revolverlution	Public Enemy	Revolverlution	(July 23) 2002	47.50%
Put It Up	Public Enemy	Revolverlution	(July 23) 2002	50.00%
Son Of A Bush	Public Enemy	Revolverlution	(July 23) 2002	47.50%
54321 Boom	Public Enemy	Revolverlution	(July 23) 2002	50.00%
Get Your Shit Together	Public Enemy	Revolverlution	(July 23) 2002	50.00%

### ASSIGNMENT OF MEMBERSHIP INTERESTS IN TERRORDOME MUSIC PUBLISHING, LLC

THIS ASSIGNMENT OF MEMBERSHIP INTERESTS is made as of this £ th day of July, 2010, by and between Knight Owl Productions, Ltd., an Illinois corporation ("Assignor") and Reach Global, Inc. ("Assignee").

#### WITNESSETH

WHEREAS, Assignor owns a 16% membership interest (including the percentage interests and capital account related thereto collectively, the "Interests") in Terrordome Music Publishing, LLC (the "Company") and has agreed to sell to Assignee one-half of the Interests (representing 8% of the Company's total membership interests) of the Company owned by Assignor (collectively, the "Assigned Interest"); and

WHEREAS, pursuant to a Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), Assignor desires to transfer to Assignee and Assignee agrees to accept from Assignor the Assigned Interest;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

- 1. <u>Assignment.</u> Pursuant to the terms of the Purchase Agreement, Assignor hereby irrevocably and absolutely assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Assigned Interest (including, without limitation, all rights, privileges, distributions, capital accounts, payments and benefits appertaining thereto) free of all liens and encumbrances, and Assignee hereby agrees to and accepts this Assignment.
- 2. <u>Binding Nature</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto, their executors, administrators, successors-in-interest and assigns.
- 3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York (without regard to principles of conflict of laws).
- 4. <u>Further Assurances</u>. From time to time after the date hereof, at the reasonable request of the other, each of Assignor and Assignee agrees to execute and deliver any further instruments and take any further action as may be reasonably requested to carry out the transactions contemplated hereby.

17th.

IN WITNESS WHEREOF, each of the undersigned has executed this Assignment as of the date first above written.

#### **ASSIGNOR:**

KNIGHT OWL PRODUCTIONS, LTD.

Name: Walter Leaphart, J

Title: President

**ASSIGNEE:** 

REACH GLOBAL, INC.

Name: Michael Closter

Title: President

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